* * * * * * * * * * * * WISN-TV (Milwaukee, WI)

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> ad buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

| Candi | idate/Issue | MATIC | WAL REPUBL | LICAN SENA | TE COMMITTEE |
|-------|---|-------|---------------|------------|-----------------|
| candi | Dates (if one folder is used per late, a separate checklist must be leted for each flight) | / | 0/3/12-1 | 0/9/12 | |
| | | | | | <u>Initials</u> |
| 1. | Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-1 | 7) | Date: | | |
| 2. | Original contract showing requested time (when available) | | Date: | 8/20/12 | D_ |
| 3. | Updated contracts as order changes. | | Date: | 10/3/12 | <u>&</u> |
| 4. | Invoice of schedule as actually broadcast including amount of rebates given (exact date, time, class of time and amount | | | 10/12/12 | Es e |
| | for each rebate), if any | | Date: | | |
| | | | | | |
| | | | Checklist Com | pleted: | |
| | | Ву: | | . = . | |
| | | Date: | | | |
| | | | | | |

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| 3 | O | N | T | R | A | C | Ţ |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

Contract / Revision Alt Order # 902324 06112190 Product NRSC Contract Dates Estimate # 10/03/12 - 10/09/12 <u>Advertiser</u> Original Date / Revision NRSC National Republican Senate Comm 08/20/12 / 08/20/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office WISN Will Hildebrandt HRP -Washingt Special Handling RUSID 8/20/12 Demographic Adults 25-54 IDB# Advertiser Code Product Code 9912521 Agency Ref Advertiser Ref

Spots/ *Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount WISN 10/03/12 10/05/12 News M-F 5a 5-6A :30 NM \$750.00 Start Date **End Date** <u>Weekdays</u> Spots/Week Rate Week: 10/01/12 10/07/12 --WTF--\$250.00 WISN 10/08/12 10/09/12 News M-F 5a 5-6A :30 NM \$500.00 Start Date End Date Weekdays Spots/Week <u>Rate</u> Week: 10/08/12 10/14/12 MT----\$250.00 2 WISN 10/03/12 10/05/12 News M-F 6a 6-7A :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week <u>Rate</u> Week: 10/01/12 10/07/12 --WTF--3 \$500.00 WISN 10/08/12 10/09/12 News M-F 6a :30 NM 2 \$1,000.00 Start Date End Date **Weekdays** Spots/Week Rate Week: 10/08/12 10/14/12 MT----\$500.00 WISN 10/03/12 10/05/12 Good Morning America :30 NM 3 \$1,500.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 -WTE--\$500.00 WISN 10/08/12 10/09/12 Good Morning America :30 NM \$1,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 MT-\$500.00 2 10/05/12 LIVE WITH KELLY! WISN 10/03/12 9-10am :30 NM 3 \$900.00 Start Date Weekdays Spots/Week End Date Rate Week: 10/01/12 10/07/12 --WTF--3 \$300.00 WISN 10/08/12 10/09/12 LIVE WITH KELLY! 9-10am :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 \$300.00 2 WISN 10/03/12 10/05/12 The View 10-11am :30 NM 3 \$900.00 Start Date Weekdays End Date Spots/Week Rate Week: 10/01/12 10/07/12 -WTF--\$300.00 3 10 WISN 10/08/12 10/09/12 The View 10-11am :30 NM 2 \$600.00 Start Date **End Date** Spots/Week Weekdays Rate Week: 10/08/12 10/14/12 MT----2 \$300.00 11 WISN 10/03/12 10/05/12 THE CHEW 12P-1P :30 NM 3 \$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Revision | Alt Order # |
|---------------------|---------------------|-------------|
| | 902324 / | 06112190 |
| Contract Dates | Product | Estimate # |
| 10/03/12 - 10/09/12 | NRSC | |

Advertiser Original Date / Revision NRSC National Republica 08/20/12 / 08/20/12

| *Line Ch Start Date End Date Description | Start/End Time | Spots/ | Tuna | 2 | • |
|--|---------------------------|--|-------|------|------------|
| Start Date End Date Weekdays Spots/Week | Rate | Days Length Week Rate | TypeS | pots | Amount |
| Week: 10/01/12 | \$200.00 | | | | |
| 12 WISN 10/08/12 10/09/12 THE CHEW Start Date End Date Weekdays Spots/Week | 12P-1P | :30 | MM | 2 | \$400.00 |
| Week: 10/08/12 | <u>Rate</u>
\$200.00 | | ĺ | | |
| 13 WISN 10/03/12 10/05/12 3-4p | 3-4p | :30 | NM | 3 | \$1,500.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wTF 3 | <u>Rate</u>
\$500,00 | | | | · |
| 14 WISN 10/08/12 10/09/12 3-4p | 3-4p | :30 | NM | 2 | \$1,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$500.00 | | 7 | _ | Ψ1,000.00 |
| 15 WISN 10/03/12 10/05/12 DR. OZ | 4P-5P | :30 | - NA | • | 04.050.00 |
| Start Date End Date Weekdays Spots/Week | Rate | .30 | NM | 3 | \$1,650.00 |
| Week: 10/01/12 | \$550.00 | | | | |
| 16 WISN 10/08/12 10/09/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Spots/Week | 4P-5P
Rate | :30 | NM | 2 | \$1,100.00 |
| Week: 10/08/12 10/14/12 MT 2 | \$550.00 | | | | |
| 17 WISN 10/03/12 10/05/12 News M-F 5p Start Date End Date Weekdays Spots/Week | 5-530pm | :30 | NM | 3 | \$2,550.00 |
| Week: 10/01/12 10/07/12WTF 3 | <u>Rate</u>
\$850.00 | | | | |
| 18 WISN 10/08/12 10/09/12 News M-F 5p | 5-530pm | :30 | NM | 2 | \$1,700.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$850.00 | | | | |
| 19 WISN 10/03/12 10/05/12 News M-F 6p | 6-630pm | :30 | NM | 3 | \$3,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wtf 3 | <u>Rate</u>
\$1,000.00 | | | | |
| 20 WISN 10/08/12 10/09/12 News M-F 6p | 6-630pm | :30 | NM | 2 | \$2,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | Rate | ,,,, | 7 | - | Ψ2,000.00 |
| Week: 10/08/12 10/14/12 MT 2 21 WISN 10/03/12 10/05/12 Entertainment Tonigh | \$1,000.00
630p-7pm | -20 | | _ | •• |
| Start Date | <u>Rate</u> | :30 | MM | 3 | \$2,400.00 |
| Week: 10/01/12 10/07/12WTF 3 | \$800.00 | | | | |
| 22 WISN 10/08/12 10/09/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week | 630p-7pm
Rate | :30 | NM | 2 | \$1,600.00 |
| Week: 10/08/12 10/14/12 MT 2 | \$800.00 | | | | |
| 23 WISN 10/03/12 10/05/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week | 10-1030p | :30 | NM | 2 | \$3,000.00 |
| Week: 10/01/12 | <u>Rate</u>
\$1,500.00 | | | | |
| 24 WISN 10/08/12 10/09/12 Late News 10PM LTC | 10-1030p | :30 | NM | 2 | \$3,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$1,500.00 | | | | |
| 25 WISN 10/04/12 10/04/12 Late News 1030PM LTC | 1030p-11p | :30 | NM | 1 | \$850.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | <u>Rate</u> | | | , | 4000.00 |
| 26 WISN 10/08/12 10/08/12 Late News 1030PM LTC | \$850.00
1030p-11p | :30 | NM | 4 | ¢050.00 |
| Start Date End Date Weekdays Spots/Week | Rate | .50 | 14141 | 1 | \$850.00 |
| Week: 10/08/12 10/14/12 1 1 | \$850.00 | Water to the state of the state | | | |
| 27 WISN 10/03/12 10/04/12 Nightline Start Date End Date Weekdays Spots/Week | 11p-1130p
<u>Rate</u> | :30 | MM | 2 | \$1,500.00 |
| | | | - | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Ch Start Date End Date Description

10/09/12

10/09/12

10/03/12

End Date

10/07/12

End Date

10/14/12

End Date

10/14/12

End Date

10/07/12

*Line

Start Date

28 WISN 10/09/12

29 WISN 10/09/12

Start Date

WISN 10/03/12

Start Date

Start Date

Week: 10/01/12

Week: 10/08/12

Week: 10/08/12

Week: 10/01/12

759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Weekdays

-WT---

Weekdays

DWTS

REVENGE

Weekdays

-1----

Weekdays

--1---

Nightline

2

1

Contract / Revision Alt Order # 902324 06112190 Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC

<u>Advertiser</u> Original Date / Revision NRSC National Republica 08/20/12 / 08/20/12

Start/End Time Days Length Week Rate Type Spots Amount Spots/Week Rate \$750.00 11p-1130p :30 NM \$750.00 Spots/Week Rate \$750.00 Tue 8-9p :30 NM \$5,000.00 Spots/Week Rate \$5,000.00 Wed 9-10p :30 NM 1 \$2,800.00 Spots/Week Rate

:30

Totals

NM

1

75

\$1,200.00

\$52,900.00

Spots/

WISN 10/06/12 10/06/12 News Sat 7-9a 7-9am :30 NM \$350.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 \$350.00 32 WISN 10/06/12 News Sa 6p-7p 10/06/12 6-7PM :30 NM \$550.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 ----1-\$550.00 33 WISN 10/07/12 10/07/12 News Sun 7-9a 7-9am :30 NM \$300.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 ----1 \$300.00 WISN 10/07/12 10/07/12 Sun 9-930A 9-930A :30 NM \$300.00 <u>Weekdays</u> Start Date End Date Spots/Week Rate Week: 10/01/12 10/07/12 ----1 \$300.00 35 WISN 10/07/12 10/07/12 This Week With Georg 930-1030am :30 NM \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 \$850.00 1 WISN 10/07/12 10/07/12 News Sun 530pm 530-6p :30 NM 1 \$500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 ---1 \$500.00 1 WISN 10/07/12 10/07/12 **ELECTION SPECIAL**

\$2,800.00

Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12 1 \$1,200.00 WISN 10/07/12 10/07/12 Late News 10pm LTC 10p-1030p :30 NM 1 \$1,500.00 <u>Weekdays</u> Start Date End Date Spots/Week Rate Week: 10/01/12 10/07/12 ----1 \$1,500.00

Sun 6-7p

WISN 10/08/12 10/08/12 PACKERS GAME PACKERS GAME :30 NM 0 \$0.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 \$12,500.00 Spot Ch Date Range Description Start/End Time Weekdays **Length** Rate <u>Type</u>

1 WISN 10/08/12-10/14/12 PACKERS GAME M-----PACKERS GAME \$12,500.00 :30 NM Credited 40 WISN 10/07/12 10/07/12 Late News SU 1030PM 1030p-11p :30 NM 1 \$850.00 Start Date End Date Weekdays Spots/Week Rate

Week: 10/01/12 10/07/12 ----1 1 \$850.00

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Notwilhstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



| | Contract / Revision
902324 / | Alt Order #
06112190 |
|---------------------------------------|---------------------------------|---|
| Contract Dates
10/03/12 - 10/09/12 | Product
NRSC | Estimate # |
| Advertiser
NRSC National Repub | - | Original Date / Revision
08/20/12 / 08/20/12 |

| Time Period | # of Spots Gross Amount | | Net Amount | | |
|--------------------|-------------------------|-------------|-------------|--|--|
| 10/01/12 -10/09/12 | 75 | \$52,900.00 | \$44,965.00 | | |
| Totals | 75 | \$52,900.00 | \$44,965.00 | | |

| Signature: | Date: | |
|------------|-------|--|
| | | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnity and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notity and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) | The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commel | rcial |
|-------------------------------------|--|-------|
| materials and other property furnis | ned by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in | Ų. |
| connection with broadcasts excep- | after its prior approval. | |

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser or payment to the Agency thereon, and to the extent that Advertiser or payment to the Agency thereon, and to the extent that Advertiser or payment to the Agency thereon, and to the extent that Advertiser or payment to the Advertiser or fill advertiser or Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

Product Code

CONTRACT

Contract Agreement Between: WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Re | vision | Alt Order | ·# |
|------------------------|---------------|---------|--------------|---------------|
| | 902324 | / 3 | 0611219 | 0 |
| Product | | | | |
| NRSC | | | | |
| Contract Dates | Estimate # | | | |
| 10/03/12 - 10/09/12 | | | | |
| <u>Advertiser</u> | | | Original Dat | e / Revision |
| NRSC National Republic | can Senate Co | mm | 10/03/12 | / 10/03/12 |
| | Billing Cycle | Billing | Calendar | Cash/Trade |
| | EOM/EOC | Broado | cast | Cash |
| | Station | Accou | nt Executive | Sales Office |
| | WISN | Will Hi | ldebrandt | HRP -Washingt |
| | Special Hand | ling | | |
| | | | | |

Demographic Adults 25-54

Advertiser Code

Advertiser Ref

IDB#

9912521 Agency Ref

| | | Spots/ | | | |
|--|---------------------------------|---|--------------------------|-------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Туре | Spots | Amount |
| 1 WISN 10/03/12 10/05/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM | 3 | \$750.00 |
| 2 WISN 10/08/12 10/09/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM | 2 | \$500.00 |
| 3 WISN 10/03/12 10/05/12 News M-F 6a Start Date | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM | 3 | \$1,500.00 |
| 4 WISN 10/08/12 10/09/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM | 0 | \$0.00 |
| <u>Spot Ch</u> <u>Date Range</u> <u>Description</u>
1 WISN 10/08/12-10/14/12 News M-F 6a
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | Start/End Time
6-7A | Weekdays Length Rate MTu :30 \$500.00 | <u>Type</u>
<i>NM</i> | | |
| 2 W/SN 10/08/12-10/14/12 News M-F 6a
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 6-7A | MTu :30 \$500.00 | NM | | |
| 5 WISN 10/03/12 10/05/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | 7-9a
<u>Rate</u>
\$500.00 | :30 | MM | 0 | \$0.00 |
| <u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 W/SN 10/01/12-10/07/12 Good Morning America See MG 30.3,30.4,30.5,30.6,30.7,30.8 | Start/End Time
7-9a | Weekdays Length Rate wThF :30 \$500.00 | <u>Type</u>
<i>NM</i> | | |
| 2 W/SN 10/01/12-10/07/12 Good Morning America
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 7-9a | WThF :30 \$500.00 | NM | | |
| 3 W/SN 10/01/12-10/07/12 Good Morning America
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 7-9a | WThF :30 \$500.00 | NM | | |
| 6 WISN 10/08/12 10/09/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM | 2 | \$1,000.00 |
| 7 WISN 10/03/12 10/05/12 LIVE WITH KELLY! Start Date End Date Weekdays Spots/Week | 9-10am
<u>Rate</u> | :30 | MM | 3 | \$900.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Contract / Revision Alt Order # 06112190 902324 / 3 Product Contract Dates Estimate # 10/03/12 - 10/09/12 NRSC

<u>Advertiser</u> Original Date / Revision 10/03/12 / 10/03/12 NRSC National Republica

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Type Sp | ots | Amount |
|--|--|---|--------------------------|-----|------------|
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | <u>Rate</u>
\$300.00 | | | | |
| 8 WISN 10/08/12 10/09/12 LIVE WITH KELLY! Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 9-10am
<u>Rate</u>
\$300.00 | :30 | NM | 2 | \$600.00 |
| 9 WISN 10/03/12 10/05/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12wTF 3 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM | 3 | \$900.00 |
| 10 WISN 10/08/12 10/09/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM | 2 | \$600.00 |
| 11 WISN 10/03/12 10/05/12 THE CHEW Start Date | 12P-1P
<u>Rate</u>
\$200.00 | :30 | NM | 3 | \$600.00 |
| 12 WISN 10/08/12 10/09/12 THE CHEW Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 12P- 1 P
<u>Rate</u>
\$200.00 | :30 | NM | 2 | \$400.00 |
| 13 WISN 10/03/12 10/05/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 3 | \$1,500.00 |
| 14 WISN 10/08/12 10/09/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 2 | \$1,000.00 |
| 15 WISN 10/03/12 10/05/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12wTF 3 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 3 | \$1,650.00 |
| 16 WISN 10/08/12 10/09/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 2 | \$1,100.00 |
| 17 WISN 10/03/12 10/05/12 News M-F 5p Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12wTF 3 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 3 | \$2,550.00 |
| 18 WISN 10/08/12 10/09/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 2 | \$1,700.00 |
| 19 WISN 10/03/12 10/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12WTF 3 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 3 | \$3,000.00 |
| 20 WISN 10/08/12 10/09/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 0 | \$0.00 |
| <u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 WISN 10/08/12-10/14/12 News M-F 6p See MG 30.3,30.4,30.5,30.6,30.7,30.8 | Start/End Time
6-630pm | Weekdays Length Rate MTu :30 \$1,000.00 | <u>Type</u>
<i>NM</i> | | |
| 2 W/SN 10/08/12-10/14/12 News M-F 6p
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 6-630 <i>pm</i> | MTu :30 <i>\$1,000.00</i> | NM | | |
| 21 WISN 10/03/12 10/05/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12WTF 3 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 3 | \$2,400.00 |

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order# 902324 / 3 06112190 Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/03/12 / 10/03/12

| *Line Ch Start Data Fad Data Decariation | 0-45 | Spo | | | | |
|---|---|---------------------|---------------------------|--------------------------|------|------------|
| *Line Ch Start Date End Date Description Start Date End Date Weekdays Spots/Week | Start/End Time | Days Length We | ek Rate | Type S | pots | Amount |
| 22 WISN 10/08/12 10/09/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 Spot Ch Date Range Description | Rate
630p-7pm
<u>Rate</u>
\$800.00
Start/End Time | :30 | Rate | NM
Type | 1 | \$800.00 |
| 2 W/SN 10/08/12-10/14/12 Entertainment Tonigh
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 630p-7pm | MTu: :30 | \$800.00 | NM | | |
| 23 WISN 10/03/12 10/05/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12W-F 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | | NM | 2 | \$3,000.00 |
| 24 WISN 10/08/12 10/09/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | | MM | 2 | \$3,000.00 |
| 25 WISN 10/04/12 10/04/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | | MM | 1 | \$850.00 |
| 26 WISN 10/08/12 10/08/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | | NM | 1 | \$850.00 |
| 27 WISN 10/03/12 10/04/12 Nightline Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wT 2 | 11p-1130p
<u>Rate</u>
\$750.00 | :30 | | NM | 2 | \$1,500.00 |
| 28 WISN 10/09/12 10/09/12 Nightline Start Date | 11p-1130p
<u>Rate</u>
\$750.00 | :30 | | NM | 1 | \$750.00 |
| 29 WISN 10/09/12 10/09/12 DWTS Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 -1 1 | Tue 8-9p
<u>Rate</u>
\$5,000.00 | :30 | | MM | 1 | \$5,000.00 |
| 30 WISN 10/03/12 10/03/12 REVENGE Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | | NM | 6 | \$8,100.00 |
| Spot Ch Date Range Description 1 W/SN 10/01/12-10/07/12 REVENGE See MG 30.2 | Start/End Time
Wed 9-10p | Weekdays Length :30 | <u>Rate</u>
\$2,800.00 | <u>Type</u>
<i>NM</i> | | |
| 2 W/SN 10/01/12-10/07/12 DWTS Special (b) See MG 30.3, 30.4, 30.5, 30.6, 30.7, 30.8 | Tue 7-8p | -Tu- :30 | \$2 , 800.00 | NM | | |
| 3 WISN 10/01/12-10/07/12 Middle/ Neighbors | Wed 7-8p | W :30 | \$2,800.00 | MM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 WISN 10/03/12-10/05/12 Nightline | 1030p-11p | WThF :30 | \$1,500.00 | NM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 WISN 10/03/12-10/05/12 Nightline | 11p-1130p
11p-1130p | wThF :30 | \$1,000.00 | NM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 7 WISN 10/06/12-10/06/12 BIG 12 SPORTS SAT BAD | | wThF :30 | \$1,000.00
\$1,500.00 | NM
NM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3
8 WISN 10/03/12-10/05/12 KATIE COURIC | M-F 2-3P | WThF :30 | \$300.00 | NM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | | | + | | | |
| 31 WISN 10/06/12 10/06/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week | 7-9am
<u>Rate</u> | :30 | | NM | 1 | \$350.00 |

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Contract / Revision Alt Order# 902324 06112190

Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC

<u>Advertiser</u> Original Date / Revision 10/03/12 / 10/03/12 NRSC National Republica

| | | Spots/ | | | |
|--|--|--|------------|-------|-------------|
| *Line Ch Start Date End Date Description | | Days Length Week Rate | Туре S | Spots | Amount |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1- 1 | <u>Rate</u>
\$350.00 | | | | |
| 32 WISN 10/06/12 10/06/12 News Sa 6p-7p Start Date | Rate | :30 | NM | 1 | \$550.00 |
| 33 WISN 10/07/12 10/07/12 News Sun 7-9a | \$550.00
7-9am | :30 | NM | 1 | \$300.00 |
| Week: 10/01/12 End Date Weekdays Spots/Week | | | 14141 | ı | \$300.00 |
| 34 WISN 10/07/12 10/07/12 Sun 9-930A Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1 | 9-930A
<u>Rate</u>
\$300.00 | :30 | NM | 1 | \$300.00 |
| 35 WISN 10/07/12 10/07/12 This Week With Georg Start Date End Date Weekdays Spots/Week | 930-1030am | :30 | NM | 1 | \$850.00 |
| 36 WISN 10/07/12 10/07/12 News Sun 530pm Start Date | 530-6p
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 37 WISN 10/07/12 10/07/12 ELECTION SPECIAL Start Date | Sun 6-7p | :30 | NM | 1 | \$1,200.00 |
| 38 WISN 10/07/12 10/07/12 Late News 10pm LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | 10p-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 1 | \$1,500.00 |
| 39 WISN 10/08/12 10/08/12 PACKERS GAME <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 1 1 | PACKERS GAME
Rate
\$12,500.00 | :30 | NM | 0 | \$0.00 |
| Spot Ch Date Range Description 1 WISN 10/08/12-10/14/12 PACKERS GAME Credited | Start/End Time | Weekdays Length Rate M :30 \$12,500.00 | Type
NM | | |
| 40 WISN 10/07/12 10/07/12 Late News SU 1030PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| N 41 WISN 10/04/12 10/05/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12TF 1 | 6-7A
<u>Rate</u>
\$2,500.00 | :30 | NM | 1 | \$2,500.00 |
| N 42 WISN 10/04/12 10/05/12 News M-F 5a Start Date | 5-6A
<u>Rate</u>
\$300.00 | :30 | NM | 1 | \$300.00 |
| The same of the sa | | Totals | | 74 | \$55,700,00 |

Totals 74 \$55,700.00

| Time Period | # of Spots | Gross Amount | Net Amount | | |
|--------------------|------------|--------------|-------------|--|--|
| 10/01/12 -10/09/12 | 74 | \$55,700.00 | \$47,345.00 | | |
| Totals | 74 | \$55,700.00 | \$47,345.00 | | |

| Signature: | Date: | |
|------------|-------|--|
| | | |

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WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

| | Contract / Revis | <u>ion</u> | Alt Order # | |
|-------------------------|------------------|------------|------------------------|---|
| | 902324 / | 3 | 06112190 | |
| Contract Dates | Product | | Estimate # | 一 |
| 10/03/12 - 10/09/12 | NRSC | | | ŀ |
| Advertiser | | <u>Or</u> | iginal Date / Revision | |
| NRSC National Republica | | | 10/03/12 / 10/03/12 | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have eamed hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) | The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial |
|------------------------------------|--|
| materials and other property fumis | hed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in |
| connection with broadcasts excep | after its prior approval. |

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

Page 1 of 7

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Revision | Alt Order | · # |
|----------------------|-------------------------|--------------|--------------|
| | 902324 / 4 | 0611219 | 0 |
| Product | | | |
| NRSC | | | |
| Contract Dates | Estimate # | | |
| 10/03/12 - 10/09/12 | | | |
| Advertiser | | Original Dat | e / Revision |
| NRSC National Republ | ican Senate Comm | 10/04/12 | / 10/04/12 |
| | Billing Cycle Billing | Colondor | Cash Caralla |

| Billing Cycle | Billing Cal | <u>endar</u> | Cash/Trade |
|---------------|-------------------|--------------|---------------|
| EOM/EOC | Broadcast | | Cash |
| Station | Account E | xecutive | Sales Office |
| WISN | Will Hildeb | randt | HRP -Washingt |
| Special Hand | ling | | |
| | | | |
| Demographic | | | |
| Adults 25-54 | | _ | |
| | | | |
| | | | |
| IĎB# | <u>Advertiser</u> | Code | Product Code |
| 9912521 | | | |
| Agency Ref | | Advertiser | Ref |
| | | | |

| | | Spots/ | | |
|--|---------------------------------|---|--------------------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 1 WISN 10/03/12 10/05/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 3 | \$750.00 |
| 2 WISN 10/08/12 10/09/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 2 | \$500.00 |
| 3 WISN 10/03/12 10/05/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 4 WISN 10/08/12 10/09/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 0 | \$0.00 |
| <u>Spot Ch Date Range Description</u> 1 WISN 10/08/12-10/14/12 News M-F 6a See MG 30.3,30.4,30.5,30.6,30.7,30.8 | Start/End Time
6-7A | Weekdays Length Rate MTu :30 \$500.00 | <u>Type</u>
<i>NM</i> | |
| 2 W/SN 10/08/12-10/14/12 News M-F 6a
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 6-7A | MTu :30 \$ 500.00 | NM | |
| 5 WISN 10/03/12 10/05/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12WTF 3 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 0 | \$0.00 |
| <u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 W/SN 10/01/12-10/07/12 Good Morning America See MG 30.3,30.4,30.5,30.6,30.7,30.8 | <u>Start/End Time</u>
7-9a | Weekdays Length Rate wThF :30 \$500.00 | <u>Type</u>
<i>NM</i> | |
| 2 W/SN 10/01/12-10/07/12 Good Morning America
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 7-9a | WThF - :30 \$ 500.00 | NM | |
| 3 W/SN 10/01/12-10/07/12 Good Morning America
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 7-9a | WThF :30 \$ 500.00 | NM | |
| 6 WISN 10/08/12 10/09/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 2 | \$1,000.00 |
| 7 WISN 10/03/12 10/05/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> | 9-10am
<u>Rate</u> | :30 | NM 3 | \$900.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

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10/04/12 / 10/04/12



Contract / Revision Alt Order # 902324 / 4 06112190 Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC Advertiser Original Date / Revision

NRSC National Republica

| *Line Ch Start Date End Date Description | Start/End Time | Spots/ | T 0 | | |
|--|-----------------------------------|-----------------------|---------|------|------------|
| Start Date End Date Weekdays Spots/Week | Rate | Days Length Week Rate | Type Sp | oots | Amount |
| Week: 10/01/12 10/07/12WTF 3 | \$300.00 | | | | |
| 8 WISN 10/08/12 10/09/12 LIVE WITH KELLY! Start Date End Date Weekdays Spots/Week | 9-10am
<u>Rate</u>
\$300.00 | :30 | NM | 2 | \$600.00 |
| Week: 10/08/12 10/14/12 MT 2 | | | | | |
| 9 WISN 10/03/12 10/05/12 The View Start Date End Date Weekdays Spots/Week | 10-11am
<u>Rate</u> | :30 | NM | 3 | \$900.00 |
| Week: 10/01/12 | \$30 <u>0.00</u> | | | | |
| 10 WISN 10/08/12 10/09/12 The View Start Date End Date Weekdays Spots/Week | 10-11am
Rate | :30 | NM | 2 | \$600.00 |
| Week: 10/08/12 10/14/12 MT 2 | \$300.00 | | | | |
| 11 WISN 10/03/12 10/05/12 THE CHEW <u>Start Date</u> End Date Weekdays Spots/Week | 12P-1P
Rate | :30 | NM | 3 | \$600.00 |
| Week: 10/01/12 10/07/12WTF 3 | \$200.00 | | | | |
| 12 WISN 10/08/12 10/09/12 THE CHEW Start Date End Date Weekdays Spots/Week | 12P-1P | :30 | NM | 2 | \$400.00 |
| Start Date
Week: 10/08/12End Date
10/14/12Weekdays
MTSpots/Week
2 | <u>Rate</u>
\$200.00 | | | | |
| 13 WISN 10/03/12 10/05/12 3-4p | 3-4p | :30 | NM | 3 | \$1,500.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wTF 3 | <u>Rate</u>
\$500.00 | | | | |
| 14 WISN 10/08/12 10/09/12 3-4p | 3-4p | :30 | NM | 2 | \$1,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$500.00 | | | | |
| 15 WISN 10/03/12 10/05/12 DR. OZ | 4P-5P | :30 | NM | 3 | \$1,650.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wTF 3 | <u>Rate</u>
\$550.00 | | | | |
| 16 WISN 10/08/12 10/09/12 DR. OZ | 4P-5P | :30 | NM | 2 | \$1,100.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$550.00 | | | | |
| 17 WISN 10/03/12 10/05/12 News M-F 5p | 5-530pm | :30 | NM | 3 | \$2,550.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wTF 3 | <u>Rate</u>
\$850.00 | | | | , , |
| 18 WISN 10/08/12 10/09/12 News M-F 5p | 5-530pm | :30 | NM | 2 | \$1,700.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$850.00 | | | | |
| 19 WISN 10/03/12 10/05/12 News M-F 6p | 6-630pm | :30 | NM | 3 | \$3,000.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12wTF 3 | <u>Rate</u>
\$1,000.00 | | | | **,**** |
| 20 WISN 10/08/12 10/09/12 News M-F 6p | 6-630pm | :30 | NM | 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$1,000,00 | | | • | 40.00 |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Type | | |
| 1 WISN 10/08/12-10/14/12 News M-F 6p
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 6-630pm | MTu :30 \$1,000.00 | NM | | |
| 2 WISN 10/08/12-10/14/12 News M-F 6p | 6-630 <i>pm</i> | MTu :30 \$1,000.00 | NM | | |
| See MG 30.3,30.4,30.5,30.6,30.7,30.8 21 WISN 10/03/12 10/05/12 Entertainment Tonigh | 630n 7n | | | | |
| Start Date End Date Weekdays Spots/Week | 630p-7pm
<u>Rate</u> | :30 | NM | 3 | \$2,400.00 |
| Week: 10/01/12 10/07/12WTF 3 | \$800.00 | | | | |

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10/04/12 / 10/04/12



| | Contract / Revision
902324 / 4 | Alt Order #
06112190 | |
|---------------------------------------|-----------------------------------|-------------------------|--|
| Contract Dates
10/03/12 - 10/09/12 | Product
NRSC | Estimate # | |
| Advertiser_ | O | riginal Date / Revision | |

NRSC National Republica

| *Line Ch Start Date End Date Description | Start/End Time | Spor
Days Length Wee | | TypeS | nate | Amount |
|---|--|----------------------------|--|--------------------------|------|------------|
| Start Date End Date Weekdays Spots/Week | Rate | | , rate | 1,7000 | pots | Amount |
| 22 WISN 10/08/12 10/09/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 630p-7pm
Rate
\$800.00 | :30 | VIII market and the second and the s | NM | 1 | \$800.00 |
| Spot Ch Date Range Description 2 WISN 10/08/12-10/14/12 Entertainment Tonigh See MG 30.3, 30.4, 30.5, 30.6, 30.7, 30.8 | Start/End Time
630p-7pm | Weekdays Length
MTu::30 | <u>Rate</u>
\$800.00 | <u>Type</u>
<i>NM</i> | | |
| 23 WISN 10/03/12 10/05/12 Late News 10PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12W-F 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | | NM | 2 | \$3,000.00 |
| 24 WISN 10/08/12 10/09/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | | NM | 2 | \$3,000.00 |
| 25 WISN 10/04/12 10/04/12 Late News 1030PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | | NM | 1 | \$850.00 |
| 26 WISN 10/08/12 10/08/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | | NM | 1 | \$850.00 |
| 27 WISN 10/03/12 10/04/12 Nightline Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wt 2 | 11p-1130p
<u>Rate</u>
\$750.00 | :30 | | NM | 2 | \$1,500.00 |
| 28 WISN 10/09/12 10/09/12 Nightline <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 -1 1 | 11p-1130p
<u>Rate</u>
\$750.00 | :30 | | NM | 1 | \$750.00 |
| 29 WISN 10/09/12 10/09/12 DWTS <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 -1 1 | Tue 8-9p
<u>Rate</u>
\$5,000.00 | :30 | | MM | 1 | \$5,000.00 |
| 30 WISN 10/03/12 10/03/12 REVENGE <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | | NM | 6 | \$8,100.00 |
| Spot Ch Date Range Description 1 WISN 10/01/12-10/07/12 REVENGE See MG 30.2 | Start/End Time
Wed 9-10p | Weekdays Length | <u>Rate</u>
\$2,800.00 | <u>Type</u>
NM | | |
| 2 WISN 10/01/12-10/07/12 DWTS Special | Tue 7-8p | -Tu: :30 | \$ 2,800.00 | NM | | |
| ⊕ See MG 30.3,30.4,30.5,30.6,30.7,30.8 3 WISN 10/01/12-10/07/12 Middle/ Neighbors ⊕ MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | Wed 7-8p | W: :30 | \$2,800.00 | NM | | |
| 4 WISN 10/03/12-10/05/12 Late News 1030PM → MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | 1030p-11p | WThF :30 | \$1,500.00 | NM | | |
| 5 WISN 10/03/12-10/05/12 Nightline MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | 11p-1130p | wThF :30 | \$1,000.00 | NM | | |
| 6 WISN 10/03/12-10/05/12 Nightline
→ MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | 11p-1130p | wThF :30 | \$1,000.00 | NM | | |
| 7 WISN 10/06/12-10/06/12 BIG 12 SPORTS SAT BAD MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | · | Sa :30 | \$1,500.00 | NM | | |
| 8 WISN 10/03/12-10/05/12 KATIE COURIC MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | M-F 2-3P | WThF :30 | \$300.00 | MM | | |
| 31 WISN 10/06/12 10/06/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week | 7-9am
<u>Rate</u> | :30 | | NM | 1 | \$350.00 |

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10/04/12 / 10/04/12



Contract / Revision Alt Order# 902324 / 4 06112190 Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC Advertiser Original Date / Revision

| *Line Ch Start Date End Date Description | Start/End Time | Spots/ Days Length Week | Rate Type | Spots | Amount |
|---|----------------------------|-------------------------------|------------|-------|-------------------------|
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121- 1 | | | | - | |
| Week: 10/01/12 10/07/121- 1 32 WISN 10/06/12 10/06/12 News Sa 6p-7p | \$350.00
6-7PM | .00 | | | |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1- 1 | | :30 | NM | 1 | \$550.00 |
| 33 WISN 10/07/12 10/07/12 News Sun 7-9a | 7-9am _ | :30 | NM | 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | <u>Rate</u>
\$300.00 | | | | |
| 34 WISN 10/07/12 10/07/12 Sun 9-930A | 9-930A | :30 | NM | 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>
Week: 10/01/12 10/07/121 1 | <u>Rate</u>
\$300.00 | | | | |
| 35 WISN 10/07/12 10/07/12 This Week With Georg | 930-1030am | :30 | NM | 1 | \$850.00 |
| Start Date End Date Weekdays Spots/Week | Rate | .00 | INIVI | ı | Ψ00.00 |
| Week: 10/01/12 10/07/121 1
36 WISN 10/07/12 10/07/12 News Sun 530pm | \$850.00
530-6p | .00 | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM | 1 | \$500.00 |
| Week: 10/01/12 10/07/121 1 | \$500.00 | | <u>-</u> | | |
| 37 WISN 10/07/12 10/07/12 ELECTION SPECIAL Start Date End Date Weekdays Spots/Week | Sun 6-7p
Rate | :30 | MM | 1 | \$1,200.00 |
| Week: 10/01/12 10/07/121 1 | \$1,200.00 | | | | |
| 38 WISN 10/07/12 10/07/12 Late News 10pm LTC Start Date End Date Weekdays Spots/Week | 10p-1030p | :30 | NM | 1 | \$1,500.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1 | <u>Rate</u>
\$1,500.00 | | | | |
| 39 WISN 10/08/12 10/08/12 PACKERS GAME | PACKERS GAME | :30 | NM | 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1 | <u>Rate</u>
\$12,500.00 | | | | ***** |
| Spot Ch Date Range Description | Start/End Time V | <u>Veekdays</u> <u>Length</u> | Rate Type | | |
| 1 WISN 10/08/12-10/14/12 PACKERS GAME
Credited | PACKERS GAME N | 1 :30 \$12 | ,500.00 NM | | |
| 40 WISN 10/07/12 10/07/12 Late News SU 1030PM | 1030p-11p | :30 | NM | 4 | # 050.00 |
| Start Date End Date Weekdays Spots/Week | Rate | .00 | £41Å[| 1 | \$850.00 |
| Week: 10/01/12 10/07/121 1 41 WISN 10/04/12 10/05/12 News M-F 6a | \$850.00
6-7A | | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM | 1 | \$2,500.00 |
| Week: 10/01/12 10/07/12TF 1 | \$2,500.00 | | | | |
| 42 WISN 10/04/12 10/05/12 News M-F 5a Start Date End Date Weekdays Spots/Week | 5-6A
<u>Rate</u> | :30 | NM | 1 | \$300.00 |
| Week: 10/01/12 10/07/12TF 1 | \$300.00 | | | | |
| N 43 WISN 10/06/12 10/06/12 College Football BADGER Start Date End Date Weekdays Spots/Week | 230p-6p | :30 | NM | 1 | \$6,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 S- 1 | <u>Rate</u>
\$6,000.00 | | | | |
| | | Totals | | 75 | \$61,700.00 |
| | | i Utais | ı | | ΨΟ 1 ₁ 1 ΟΨ. |

NRSC National Republica

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------|-------------|
| 10/01/12 -10/09/12 | 75 | \$61,700.00 | \$52,445.00 |
| Totals | 75 | \$61,700.00 | \$52,445.00 |

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| | Contract / Revision | | Alt Order # | | |
|-------------------------|---------------------|--------------------------|-------------|--|--|
| | 902324 / | 4 | 06112190 | | |
| Contract Dates Product | | | Estimate # | | |
| 10/03/12 - 10/09/12 | NRSC | | | | |
| Advertiser | | Original Date / Revision | | | |
| NRSC National Republica | | 10/04/12 / 10/04/12 | | | |

| Signature: | Date | • | |
|------------|------|---|--|
| | | | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station falls to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specitying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

/h\

| materials and other property furnis connection with broadcasts excep | oned by the Agency in connection with proadcasts hereund | er. The Station will not accept or process mail, correspondence, or telephone calls in |
|--|--|---|
| unless and until Agency fails to tin | r, Agency shall be primarily liable for the Advertiser's paym
nely remit payment or becomes insolvent. Advertiser shall | the Advertiser named on the face hereof) and Agency will act as agent for making payment the here of sums due hereunder and Station shall look initially to Agency for the payment thereof be liable to Station and not to agency on all unpaid billings for services rendered by Station of has not therefore made payment to the Agency thereon, and to the extent that |

on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereo unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | ision/ | [| Alt Order # | | | |
|-------------------------------------|----------------|---|--------------------------|-------------|----------------|--|--|
| | 902324 | / 5 | | 06112190 | | | |
| Product | | | | | | | |
| NRSC | | | | | | | |
| Contract Dates | Estimate # | | | • • • | | | |
| 10/03/12 - 10/09/12 | | | | | | | |
| <u>Advertiser</u> | | | Original Date / Revision | | | | |
| NRSC National Republican Senate Cor | | nm 10/10/12 / 10/1 | | | / 10/10/12 | | |
| | Billing Cycle | Billing Calendar Broadcast Account Executive Will Hildebrandt | | | Cash/Trade | | |
| | EOM/EOC | | | | Cash | | |
| | <u>Station</u> | | | | Sales Office | | |
| | WISN | | | | HRP -Washingto | | |
| | Special Handl | ing | | | | | |
| | | | | | | | |
| | Demographic | | | | | | |
| | Adults 25-54 | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | IDB# | Advert | iser | Code ' | Product Code | | |
| | 9912521 | | | | | | |
| | Agency Ref | | | Advertiser | <u>Ref</u> | | |
| | 1 | | | | | | |

Chatal

| | | Spots/ | | |
|--|-------------------------|-----------------------|-------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 1 WISN 10/03/12 10/05/12 News M-F 5a | 5-6A | :30 | NM 3 | \$750.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | | |
| Week: 10/01/12 10/07/12WTF 3 | \$250.00 | | | |
| N 2 WISN 10/08/12 10/09/12 News M-F 5a | 5-6A | :30 | NM 1 | \$250.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MT 2 | <u>Rate</u>
\$250,00 | | | |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Туре | |
| 1 WISN 10/08/12-10/14/12 News M-F 5a | 5-6A | MTu :30 \$250.00 | NM
NM | |
| Credited | | , , , | , | |
| Credit spots did not air- MG moving to next NRSC flight | | | | |
| N 3 WISN 10/03/12 10/05/12 News M-F 6a | 6-7A | :30 | NM 2 | \$1,000.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | | |
| Week: 10/01/12 10/07/12WTF 3 | \$500.00 | | | |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | <u>Type</u> | |
| 3 W/SN 10/01/12-10/07/12 News M-F 6a
Credited | 6-7A | wThF :30 \$500.00 | NM | |
| Credit spots did not air- MG moving to next NRSC flight | | | | |
| 4 WISN 10/08/12 10/09/12 News M-F 6a | 6-7A | :30 | NM 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week | Rate | .50 | 14141 | \$0.00 |
| Week: 10/08/12 10/14/12 MT 2 | \$500.00 | | | |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | <u>Type</u> | |
| 1 WISN 10/08/12-10/14/12 News M-F 6a | 6-7A | MTu :30 \$500.00 | NM | |
| See MG 30.3,30.4,30.5,30.6,30.7,30.8 | | | | |
| 2 WISN 10/08/12-10/14/12 News M-F 6a | 6-7A | MTu :30 \$500.00 | NM | |
| See MG 30.3,30.4,30.5,30.6,30.7,30.8 | | | ···· | |
| 5 WISN 10/03/12 10/05/12 Good Morning America | 7-9a | :30 | NM 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12wTF 3 | <u>Rate</u>
\$500.00 | | | |
| 77CCN, 10/01/12 10/01/12 WII 3 | \$300.00 | | I | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

| | Contract / Revision | Alt Order # |
|---------|---------------------|-------------|
| | 902324 / 5 | 06112190 |
| t Dates | Product | Estimate # |

Contrac 10/03/12 - 10/09/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/10/12 / 10/10/12

| Start Date End Date Description Description Start/End Time Weekdays Length Rate Type | *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week | Rate TypeS | Snots | Amount |
|--|---|----------------|----------------------------|------------------|-------|---------------|
| 1 W/SN 10/01/12-10/07/12 Good Morning America 7-9a wThF :30 \$500.90 NM | • | | | 1,500 | pote | 7 ii ii Odiit |
| See MG 30.3,30.4,30.5,30.6,30.7,30.8 2 W/SN 10/01/12-10/07/12 Good Morning America 7-9a | | Start/End Time | | <u>Rate Type</u> | | |
| See MG 30.3,30.4,30.5,30.6,30.7,30.8 3 W/SN 10001/12-1007/12 Good Morning America 7-9a wThF :30 \$500.00 NM | · | 7-9a | WThF :30 \$ | 500.00 NM | | |
| 3 W/SN 10/01/12-10/07/12 Good Morning America 7-9a | | 7-9a | WThF :30 \$ | 500.00 NM | | |
| N Figure Figure | 3 W/SN 10/01/12-10/07/12 Good Morning America | 7-9a | WThF :30 \$ | 500.00 NM | | |
| Start Date | Start Date End Date Weekdays Spots/Week | Rate | :30 | MM | 2 | \$1,000.00 |
| Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type | Start Date End Date Weekdays Spots/Week | <u>Rate</u> | :30 | NM | 2 | \$600.00 |
| 3 W/SN 10/01/12-10/07/12 LIVE WITH KELLY! 9-10amwThF :30 \$300.00 NM Credited Credit spots did not air- MG moving to next NRSC flight 8 W/SN 10/08/12 10/09/12 LIVE WITH KELLY! 9-10am :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 MT 2 \$300.00 N 9 W/SN 10/03/12 10/05/12 The View 10-11am :30 NM 1 \$300.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12wTF 3 \$300.00 Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type 1 W/SN 10/01/12-10/07/12 The View 10-11amwThF :30 \$300.00 Credited Credited Credit spots did not air- MG moving to next NRSC flight | | | Weekdays Length | Rate Type | | |
| 8 WISN 10/08/12 10/09/12 LIVE WITH KELLY! 9-10am :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate \$300.00 | 3 WISN 10/01/12-10/07/12 LIVE WITH KELLY! | | | | | |
| Start Date End Date Weekdays Spots/Week Rate \$300.00 | | | | | | |
| Week: 10/08/12 10/14/12 MT 2 \$300.00 N 9 WISN 10/03/12 10/05/12 The View 10-11am :30 NM 1 \$300.00 Start Date End Date Weekdays Spots/Week Rate Rate Week: 10/01/12 10/07/12WTF 3 \$300.00 Spot Ch Date Range Description 1 WISN 10/01/12-10/07/12 The View 10-11am Start/End Time Weekdays Length Rate Type 10-11am NM Credited Credited Credit spots did not air- MG moving to next NRSC flight Credit spots did not air- MG moving to next NRSC flight | | 9-10am | :30 | NM | 2 | \$600.00 |
| Start Date End Date Weekdays Spots/Week Rate Week: 10/01/12 10/07/12wTF 3 \$300.00 Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type 1 W/SN 10/01/12-10/07/12 The View 10-11amwThF :30 \$300.00 NM Credited Credit spots did not air- MG moving to next NRSC flight | | | | | | |
| Week: 10/01/12 10/07/12WTF 3 \$300.00 Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type 1 W/SN 10/01/12-10/07/12 The View 10-11amWThF :30 \$300.00 NM Credited Credit spots did not air- MG moving to next NRSC flight | N 9 WISN 10/03/12 10/05/12 The View | 10-11am | :30 | NM | 1 | \$300.00 |
| 1 W/SN 10/01/12-10/07/12 The View 10-11amWThF :30 \$300.00 NM Credited Credit spots did not air- MG moving to next NRSC flight | Week: 10/01/12 10/07/12WTF 3 | | | | | |
| Credited Credit spots did not air- MG moving to next NRSC flight | | | | Rate Type | | |
| Credit spots did not air- MG moving to next NRSC flight | | 10-11am | WThF :30 \$ | 300.00 NM | | |
| | Credit spots did not air- MG moving to next NRSC flight | 10-11am | WThF :30 & | :300:00 NM | | |
| Credited | Credited | | | | | |
| Credit spots did not air- MG moving to next NRSC flight | Credit spots did not air- MG moving to next NRSC flight | | | | | |
| N 10 WISN 10/08/12 10/09/12 The View 10-11am :30 NM 1 \$300.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 MT 2 \$300.00 | Start Date End Date Weekdays Spots/Week | <u>Rate</u> | :30 | ММ | 1 | \$300.00 |
| Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type | - | * | Meekdave Length | Rate Type | | |
| 2 W/SN 10/08/12-10/14/12 The View 10-11am MTu :30 \$300.00 NM | | | | | | |
| Credited | Credited | | | | | |
| Credit spots did not air- MG moving to next NRSC flight | Credit spots did not air- MG moving to next NRSC flight | | | | | |
| | | 12P-1P | :30 | NM | 3 | \$600.00 |
| <u>Start Date </u> | | | | | | |
| 12 WISN 10/08/12 10/09/12 THE CHEW 12P-1P :30 NM 2 \$400.0 | 12 WISN 10/08/12 10/09/12 THE CHEW | 12P-1P | :30 | NM | 2 | \$400.00 |
| <u>Start Date </u> | | | | | | |
| 13 WISN 10/03/12 10/05/12 3-4p 3-4p :30 NM 3 \$1,500.00 | | 3-4p | :30 | NM | 3 | \$1,500.00 |
| <u>Start Date </u> | | | | | | |
| 14 WISN 10/08/12 10/09/12 3-4p 3-4p :30 NM 2 \$1,000.00 | 14 WISN 10/08/12 10/09/12 3-4p | 3-4p | :30 | NM | 2 | \$1,000.00 |
| Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 MT 2 \$500.00 | | <u>Rate</u> | | | _ | , |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on confracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

specified.

Hearst letevision inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stalions on the basis of race or ethnicity.



Contract / Revision Alt Order# 902324 / 5 06112190 Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC

Advertiser Original Date / Revision 10/10/12 / 10/10/12 NRSC National Republica

| *Line Ch Start Data End Data Department | Start/Find Time | Spots | | T O. | _4_ | |
|---|---|----------------------------|---------------------------------------|--------------------------|-----|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week | Rate | Type Sp | Ots | Amount |
| Start Date End Date Weekdays Spots/Week 15 WISN 10/03/12 10/05/12 DR. OZ Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wTF 3 | <u>Rate</u>
4P-5P
<u>Rate</u>
\$550.00 | :30 | | NM | 2 | \$1,100.00 |
| Spot Ch Date Range Description 1 WISN 10/01/12-10/07/12 DR. OZ See MG 21.4 | Start/End Time
4P-5P | Weekdays Length | <u>Rate</u>
\$550.00 | <u>Type</u>
<i>NM</i> | | |
| 16 WISN 10/08/12 10/09/12 DR. OZ Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | | NM | 2 | \$1,100.00 |
| N 17 WISN 10/03/12 10/05/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12wTF 3 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | | NM | 1 | \$850.00 |
| Spot Ch Date Range Description 2 W/SN 10/01/12-10/07/12 News M-F 5p Credited | Start/End Time
5-530pm | Weekdays LengthwThF :30 | <u>Rate</u>
\$8 50.00 | <u>Type</u>
<i>NM</i> | | |
| Credit spots did not air- MG moving to next NRSC flight 3 W/SN 10/01/12-10/07/12 News M-F 5p Credited Credit spots did not air- MG moving to next NRSC flight | 5-530 <i>pm</i> | WThF :30 | \$850.00 | NM | | |
| 18 WISN 10/08/12 10/09/12 News M-F 5p Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | | NM | 2 | \$1,700.00 |
| N 19 WISN 10/03/12 10/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12WTF 3 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | | NM | 2 | \$2,000.00 |
| Spot Ch Date Range Description 2 W/SN 10/01/12-10/07/12 News M-F 6p Credited Credit spots did not air- MG moving to next NRSC flight | Start/End Time
6-630pm | Weekdays Length :30 | <u>Rate</u>
\$ 1,000.00 | <u>Type</u>
NM | | |
| 20 WISN 10/08/12 10/09/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | | NM | 0 | \$0.00 |
| <u>Spot Ch Date Range Description</u> 1 W/SN 10/08/12-10/14/12 News M-F 6p See MG 30.3,30.4,30.5,30.6,30.7,30.8 | Start/End Time
6-630pm | Weekdays Length
MTu::30 | <u>Rate</u>
\$1,000.00 | <u>Type</u>
<i>NM</i> | | |
| 2 WISN 10/08/12-10/14/12 News M-F 6p
See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 6-630pm | MTu :30 | \$1,000.00 | NM | | |
| N 21 WISN 10/03/12 10/05/12 Entertainment Tonigh Start Date | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | | NM | 2 | \$2,150.00 |
| Spot Ch <u>Date Range</u> <u>Description</u> 2 WISN 10/01/12-10/07/12 Entertainment Tonigh Credited | Start/End Time
630p-7pm | Weekdays LengthwThF :30 | <u>Rate</u>
\$800.00 | <u>Type</u>
NM | | |
| Credit spots did not air- MG moving to next NRSC flight
3 WISN 10/01/12-10/07/12 Entertainment Tonigh
See MG 21.4 | 630 <i>p-7pm</i> | wThF :30 | \$800.00 | NM | | |
| 4 WISN 10/05/12-10/05/12 Late News 1030PM
MG for 21.3,15.1 | 1030p-11p | F :30 | \$1,350.00 | NM | | |
| N 22 WISN 10/08/12 10/09/12 Entertainment Tonigh | 630p-7pm | :30 | | MM | 0 | \$0.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithslanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order # 902324 06112190 1 Contract Dates Product Estimate # 10/03/12 - 10/09/12 NRSC

Advertiser Original Date / Revision 10/10/12 / 10/10/12 NRSC National Republica

| *Line Ch Start Date End Date Description | Start/End Time | Spots/ Days Length Week Rate | Type Spots | Amount |
|--|--|---|-------------------|------------|
| Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | Rate
\$800.00 | Days Longin Wook Rate | Турс Орига | Arriount |
| Spot Ch Date Range Description 1 WISN 10/08/12-10/14/12 Entertainment Tonigh Credited | Start/End Time
630 <i>p-7pm</i> | Weekdays Length Rate MTu :30 \$800.00 | Type
NM | |
| Credit spots did not air- MG moving to next NRSC flight 2 WISN 10/08/12-10/14/12 Entertainment Tonigh See MG 30.3,30.4,30.5,30.6,30.7,30.8 | 630 <i>p-7pm</i> | мти :30 \$800.00 | NM | |
| 23 WISN 10/03/12 10/05/12 Late News 10PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12W-F 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM 2 | \$3,000.00 |
| N 24 WISN 10/08/12 10/09/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MT 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM 1 | \$1,500.00 |
| Spot Ch Date Range Description 2 WISN 10/08/12-10/14/12 Late News 10PM LTC Credited | Start/End Time
10-1030p | Weekdays Length Rate MTu :30 \$4,500.00 | <u>Type</u>
NM | |
| Credit spots did not air- MG moving to next NRSC flight 25 WISN 10/04/12 10/04/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 26 WISN 10/08/12 10/08/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 27 WISN 10/03/12 10/04/12 Nightline Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 wT 2 | 11p-1130p
<u>Rate</u>
\$750.00 | :30 | NM 2 | \$1,500.00 |
| N 28 WISN 10/09/12 10/09/12 Nightline <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 -1 1 | 11p-1130p
<u>Rate</u>
\$750.00 | :30 | NM 0 | \$0.00 |
| Spot Ch Date Range Description 1 WISN 10/08/12-10/14/12 Nightline Credited Credit spots did not air- MG moving to next NRSC flight | Start/End Time
11p-1130p | Weekdays Length Rate -Tu :30 \$750,00 | <u>Type</u>
NM | |
| 29 WISN 10/09/12 10/09/12 DWTS Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 -1 1 | Tue 8-9p
<u>Rate</u>
\$5,000.00 | :30 | NM 1 | \$5,000.00 |
| N 30 WISN 10/03/12 10/03/12 REVENGE <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | NM 5 | \$5,300.00 |

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



| | Contract / Revision
902324 / 5 | Alt Order #
06112190 |
|--------------------|-----------------------------------|-------------------------|
| | | |
| ontract Dates | Product | Estimate # |
| 0/03/12 - 10/09/12 | NRSC | |
| | | |

| Advertiser | Original Date / Revision |
| NRSC National Republica | 10/10/12 / 10/10/12

| *Line Ch Start Date End Date Description | Start/End Time | Dava Langth | Spots
Week | | Tues Co | | A 4 |
|---|-------------------------------|-------------|---------------|----------------------------|-------------------|-----|------------|
| Start Date End Date Weekdays Spots/Week | Rate | Days Length | i vveek | Rate | Type Spo | วเร | Amount |
| Spot Ch Date Range Description | Start/End Time | Weekdays Le | ngth | <u>Rate</u> | <u>Type</u> | | |
| 1 WISN 10/01/12-10/07/12 REVENGE | Wed 9-10p | W | :30 | \$ 2,800.00 | NM | | |
| See MG 30.2
2 WISN 10/01/12-10/07/12 DWTS Special | Tuo 7 9a | -Tu | .20 | £2 200 00 | A14.4 | | |
| ® See MG 30.3,30.4,30.5,30.6,30.7,30.8 | Tue 7-8p | -1u | :30 | \$ 2,800.00 | NM | | |
| 3 WISN 10/01/12-10/07/12 Middle/ Neighbors | Wed 7-8p | W | :30 | \$2,800.00 | NM | | |
| Credited | · | | | • | | | |
| Credit spots did not air- MG moving to next NRSC flight 4 WISN 10/03/12-10/05/12 Late News 1030PM | 4020n 44n | WThF | -20 | E4 500 00 | | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | 1030p-11p | W 11 | :30 | \$1,500.00 | NM | | |
| 5 WISN 10/03/12-10/05/12 Nightline | 11p-1130p | WThF | :30 | \$1,000.00 | NM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | | | | | | | |
| 6 WISN 10/03/12-10/05/12 Nightline | 11p-1130p | WThF | :30 | \$1,000.00 | NM | | |
| MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 7 WISN 10/06/12-10/06/12 BIG 12 SPORTS SAT BAD | Clean 7n e eann | Sa | :30 | \$1,500.00 | NINA | | |
| MG for 20.2,30.2,5.1,20.1,22,2,4.2,4.1,5.2,5.3 | /G1650-7p, 6-650p | 5a | .50 | \$1,500.00 | NM | | |
| 8 WISN 10/03/12-10/05/12 KATIE COURIC | M-F 2-3P | WThF | :30 | \$300.00 | NM | | |
| → MG for 20.2,30.2,5.1,20.1,22.2,4.2,4.1,5.2,5.3 | | | | | | | |
| 31 WISN 10/06/12 10/06/12 News Sat 7-9a | 7-9am | :3 | 0 | | NM | 1 | \$350.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | | | | | |
| Week: 10/01/12 10/07/121- 1 | \$350.00 | | | | | | |
| 32 WISN 10/06/12 10/06/12 News Sa 6p-7p | 6-7PM | :3 | 0 | | NM | 1 | \$550.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121- 1 | <u>Rate</u>
\$550.00 | | | | | | |
| 33 WISN 10/07/12 10/07/12 News Sun 7-9a | 7-9am | :3 | 0 | | NM | 1 | \$300.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | _ | | | · | 4000.00 |
| Week: 10/01/12 10/07/121 1 | \$300.00 | | | | | | |
| 34 WISN 10/07/12 10/07/12 Sun 9-930A | 9-930A | :3 | 0 | | NM | 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | <u>Rate</u>
\$300.00 | | | | | | |
| | | | | | N13.4 | | **** |
| 35 WISN 10/07/12 10/07/12 This Week With Georg
Start Date End Date Weekdays Spots/Week | 930-1030am
Rate | :3 | U | | NM | 1 | \$850.00 |
| Week: 10/01/12 10/07/121 1 | \$850.00 | | | | | | |
| 36 WISN 10/07/12 10/07/12 News Sun 530pm | 530-6p | :3 | 0 | | NM | 1 | \$500.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | | | | | |
| Week: 10/01/12 10/07/121 1 | \$500.00 | | | | | | |
| 37 WISN 10/07/12 10/07/12 ELECTION SPECIAL | Sun 6-7p | :3 | 0 | | NM | 1 | \$1,200.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/121 1 | <u>Rate</u>
\$1,200.00 | | | | 1 | | |
| 38 WISN 10/07/12 10/07/12 Late News 10pm LTC | 10p-1030p | :3 | .n | | NM | 1 | \$1,500.00 |
| Start Date End Date Weekdays Spots/Week | Rate | .5 | | | IAIAI | I | \$1,500.00 |
| Week: 10/01/12 10/07/121 1 | \$1,500.00 | | | | | | |
| 39 WISN 10/08/12 10/08/12 PACKERS GAME | PACKERS GAME | :3 | 10 | | NM | 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | | | | | |
| Week: 10/08/12 10/14/12 1 1 | \$12,500.00
Start/End Time | Montedayo | - nath | Deta | Tuna | | |
| Spot Ch Date Range Description 1 WISN 10/08/12-10/14/12 PACKERS GAME | Start/End Time
PACKERS GAM | | ength
:30 | <u>Rate</u>
\$12,500,00 | <u>Type</u>
NM | | |
| Credited Creditation 12-10/14/12 1 ACKENG GAME | , , tortare anim | _ • • • | .00 | ψ. Σ,ουσ.σσ | , 4141 | | |
| 40 WISN 10/07/12 10/07/12 Late News SU 1030PM | 1030p-11p | :3 | 30 | | NM | 1 | \$850.00 |
| | I | | | | | | |

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Notwilhstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to stalion the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Stalion will not be bound by conditions, printed or otherwise, on confracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



| | Contract / Revision | | Alt Order # | |
|---------------------------------------|---------------------|----|------------------------|--|
| | 902324 / | 5 | 06112190 | |
| Contract Dates
10/03/12 - 10/09/12 | Product
NRSC | | Estimate # | |
| Advertiser | | Or | iginal Date / Revision | |
| NRSC National Republica | | | 10/10/12 / 10/10/12 | |

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Type | Spots | Amount |
|---|--------------------------------------|---------------------------------|------|-------|-------------|
| Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1 | <u>Rate</u>
\$850.00 | | | | |
| 41 WISN 10/04/12 10/05/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12TF 1 | 6-7A
<u>Rate</u>
\$2,500.00 | :30 | NM | 1 | \$2,500.00 |
| 42 WISN 10/04/12 10/05/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12TF 1 | 5-6A
<u>Rate</u>
\$300.00 | :30 | NM | 1 | \$300.00 |
| 43 WISN 10/06/12 10/06/12 College Football BADGER Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12S- 1 | 230p-6p
<u>Rate</u>
\$6,000.00 | :30 | NM | 1 | \$6,000.00 |
| | | Totals | | 60 | \$50,400.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------|-------------|
| 10/01/12 -10/09/12 | 60 | \$50,400.00 | \$42,840.00 |
| Totals | 60 | \$50,400.00 | \$42,840.00 |

| Signature: | Date: | |
|------------|-------|--|
| | | |

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9, GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) The Station shall exercise normal precautions in handling | of property and mail, but assumes no liability for loss or damage to program or commercia |
|--|--|
| materials and other property lumished by the Agency in connection with broadcasts hereunde | er. The Station will not accept or process mail, correspondence, or telephone calls in |
| connection with broadcasts except after its prior approval. | managed of the control of the contro |

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]